

NOTICE OF CLAIM

-----X

IN THE MATTER OF THE CLAIM OF
ZHENG DONG, M.D.,

- against -

CITY UNIVERSITY OF NEW YORK,
BOARD OF TRUSTEES OF CUNY,
CITY COLLEGE OF NEW YORK,
CUNY SCHOOL OF MEDICINE,
and ELLIOT R. GOODMAN, M.D.

-----X

PLEASE TAKE NOTICE that Claimant, Zheng Dong, M.D. ("Dr. Dong") hereby makes claim and demand against the City University of New York, Board of Trustees of CUNY, City College of New York, CUNY School of Medicine, and Elliot R. Goodman, M.D. (collectively, "CUNY"), as follows:

I. NAME AND POST-OFFICE ADDRESS OF CLAIMANT AND CLAIMANT'S ATTORNEY

Claimant

Zheng Dong, M.D.
30 Fairview Road
Scarsdale, NY 10583

Claimant's Attorney

Taimur Alamgir, Esq.
TA Legal Group PLLC
315 Main Street, Second Floor
Huntington, NY 11743
(914) 552-2669
tim@talegalgroup.com

II. NATURE OF CLAIM

This is a claim of discrimination in hiring and employment based on criminal history in violation of the New York State Human Rights Law (NYSHRL), discrimination in hiring and

employment based on criminal history in violation of the New York City Human Rights Law (NYCHRL), violation of due process, violation of equal protection, breach of contract, promissory estoppel, defamation, fraudulent misrepresentation, fraud, tortious interference with contract, tortious interference with business relations, breach of fiduciary duty and other related claims sounding in anti-discrimination/civil rights law, contract, and tort.

III. THE TIME WHEN, THE PLACE WHERE, AND THE MANNER IN WHICH THE CLAIM AROSE

1. The claim arose on February 12, 2024, when CUNY illegally terminated and refused to renew the contract of Dr. Dong on the basis of a prior criminal misdemeanor conviction, without performing, or making any effort to perform the legally-required analysis prescribed by N.Y. Corrections Law Article 23-A.
2. In January 2018, Dr. Dong was hired by CUNY in the School of Medicine as an Adjunct Medical Lecturer/Professor.
3. Dr. Dong was promoted to the Course Co-Director of the Physician Assistant Anatomical Science Program in October 2023.
4. As of 2023, Dr. Dong was the sole instructor for the Head and Neck section of Clinical Anatomy course.
5. Throughout his 6+ years at CUNY, Dr. Dong was well-respected by members of the CUNY School of Medicine faculty and by the students he instructed, who regularly sought him as a reference.
6. In February 2024, Dr. Dong was being considered for a further promotion within the CUNY School of Medicine.
7. Dr. Dong never violated any CUNY policy with respect to disclosure of criminal history.
8. On February 12, 2024, Dr. Dong received a phone call from Dr. Elliot Goodman, the Director of Surgical Education at CUNY.
9. Dr. Goodman informed Dr. Dong during the aforesaid phone call that Dr. Dong was being terminated/denied renewal by CUNY due to a prior misdemeanor conviction to which Dr. Dong had plead.

10. Dr. Goodman informed Dr. Dong that CUNY had recently become aware of this misdemeanor and was specifically terminating him/denying him renewal for that reason.
11. Dr. Goodman emphasized that the termination/non-renewal had nothing to do with Dr. Dong's performance or pedagogy, and indeed further stated that Dr. Dong's performance and teaching abilities were outstanding.
12. Dr. Dong further notified Dr. Goodman that he was seeking expungement of the misdemeanor, which he had plead to at a young age following substantial cooperation with the government.
13. Dr. Dong further notified Dr. Goodman that he was about to be issued a certificate of relief from disability with respect to misdemeanor conviction.
14. Dr. Dong did not violate any CUNY policy.
15. CUNY refused to consider mitigating circumstances. Dr. Goodman informed Dr. Dong that the decision was final.
16. In terminating/denying renewal to Dr. Dong, CUNY failed to consider the factors set forth in N.Y. Corrections Law Article 23-A.
17. In terminating/denying renewal to Dr. Dong, CUNY failed to provide Dr. Dong with a hearing or any other kind of due process.
18. In terminating/denying renewal to Dr. Dong, CUNY violated its contractual obligations and breached its fiduciary duty to Dr. Dong.

IV. ITEMS OF DAMAGE OR INJURIES CLAIMED

1. Declaratory, injunctive and equitable relief.
2. Economic damages, including lost wages in the amount of \$500,000.
3. Emotional distress damages in the amount of \$5,000,000.
4. Punitive damages in the amount of \$5,000,000.
5. Attorney's fees and costs.

6. Interest.
7. Reinstatement to his prior position as Co-Course Director of the Physician Assistant Anatomical Studies Program at CUNY.

**THAT SAID CLAIM AND DEMAND IS HEREBY PRESENTED FOR ADJUSTMENT
AND PAYMENT.**

**YOU ARE HEREBY NOTIFIED THAT UNLESS IT IS ADJUSTED AND PAID WITHIN
THE TIME PROVIDED BY LAW FROM THE DATE OF PRESENTATION TO YOU,
DR. DONG INTENDS TO COMMENCE AN ACTION ON THIS CLAIM.**

STATE OF NEW YORK)
)
) S.S.
COUNTY OF)

On the 9 day of May in the year 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared **Zheng Dong, M.D.**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC



MICHAEL AIRO
Notary Public State of New York
No. Q1815017061
Qualified in Westchester County
Commission Expires August 30 2025

